

**MASTER AGREEMENT
BETWEEN THE
AUBURN SCHOOL DISTRICT
AND THE
AUBURN EDUCATION ASSOCIATION
2010-2013**

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PREAMBLE

The Agreement is entered into by and between the Auburn School Board and the Auburn Education Association. Whereas the parties have negotiated with respect to wages, hours and conditions of employment, and as a result have reached mutually satisfactory and acceptable understandings, in the interest of maintaining satisfactory and harmonious relations, the parties desire to set these forth in writing. Now, therefore let it be known that in consideration of the covenants, terms and conditions herein contained, the Association and the Board agree as follows:

The School Board, Administration and Professional Staff agree that each and every member shall fulfill his/her responsibilities, as has been traditional practice in the profession to the best of his/her individual abilities. In every instance, the School Board, Administration, and Professional Staff shall make every effort to provide the best educational opportunity for their students. In addition, the aforementioned parties agree to work toward the creation of a planned and integrated educational program governing grades K-8,

The School Board and Professional Staff shall meet at the request of either party to discuss any concerns of either party.

It is understood by all parties that effective student discipline is essential to the teaching and learning process in the classroom. To this end, the Auburn School Board, Administration, and Professional Staff shall firmly commit themselves to the enforcement of the Discipline Code.

Finally, in the interest of enhancing the development of our students, we mutually agree to assist in the support of student activities at the Auburn Village School.

ARTICLE I

RECOGNITION CLAUSE

1. The Auburn School Board recognizes the Auburn Education Association as the exclusive bargaining representative for all certified Professional Staff employed by the Auburn School District for the purpose of negotiating with the Board with respect to wages, hours, and other conditions of employment other than managerial policy within the exclusive prerogative of the School Board.

2. The term "Professional Staff" shall mean professional employees of the Auburn School District working for a minimum of three (3) days per week, and whose positions require certification by the State Board of Education in classroom teaching; or certification by the State Board of Education as Guidance Specialist, Reading Specialists or Media Generalist; or licensure by the State Board of Allied Health Professionals as Speech Language Pathologist or Occupational Therapist. This term "Professional Staff" shall exclude all others employed by the Board, including Superintendent, Assistant Superintendent, Principal, Assistant Principal, Coordinators, Nurse, and other persons employed by the State Board or in any other administrative or supervisory employees.

ARTICLE II

JURISDICTION AND AUTHORITY OF SCHOOL BOARD

1. The Board, subject only to the language of the Agreement, reserves itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the school district.

2. The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions, or authorities which, by law, are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, or authorities.

3. Notwithstanding any other provisions in this Agreement, the Board has sole jurisdiction, authority and discretion to contract with individuals, companies or agencies for speech language pathologist and occupational therapist services that otherwise would be provided by persons employed in this bargaining unit.

ARTICLE III

ASSOCIATION RIGHTS

1. The Board agrees to consider requests for the use of school facilities by the Auburn Education Association and its affiliates pursuant to existing Board policy concerning the use of school facilities. (Ref. date of policy 12/12/90).
2. The Association shall be given an opportunity either prior to the beginning of a faculty meeting or after the close of a faculty meeting to present reports and announcements. If the faculty meeting is held prior to the commencement of the student day, such opportunity shall be granted prior to the opening of the meeting; if the meeting is held after the close of the student day, such opportunity shall be granted after the close of the meeting.
3. A copy of the agenda of each Board meeting shall be sent to the Association prior to the meeting. A copy of the minutes of School Board meetings shall be sent to the Association.
4. A copy of the policy manual of the Auburn School District shall be made available to the staff. Professional Staff shall not be denied access to the policy manual nor be required to state a reason for requesting it.
5. The Association shall be entitled to a maximum of two (2) days with pay for the purpose of an official delegate to attend the NEA/N.H. Assembly of Delegates meeting, or other official Association business. The cost of the substitutes shall be paid by the Association.

ARTICLE IV

NEGOTIATION PROCEDURE

The Association shall notify the Board by May 1 of the year preceding the year in which this agreement expires of its desire to negotiate a successor to this Agreement. Negotiations shall be conducted in accordance with RSA-273-A.

ARTICLE V

DURATION PROVISION

1. The term of this Agreement will be governed by a stipulated time period. The provisions of the Agreement will be effective July 1, 2010 and shall continue to remain in full force and effect until June 30, 2013.
2. The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.03(b).

ARTICLE VI

PROFESSIONAL STAFF RIGHTS

A. PERSONNEL FILES

1. A Professional Staff Member shall have the right to examine his personnel file upon reasonable notification and in accordance with the law.
2. A Professional Staff Member may submit a written response to any material in the folder and have said response attached to the original material.
3. No material derogatory to a Professional Staff Member shall be placed in the Professional Staff Member's file until the Professional Staff Member has had the opportunity to review such material. The Professional Staff Member shall acknowledge that he has had the opportunity to review such complaint by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates Agreement with the contents thereof. Should the Professional Staff Member refuse to sign, the administrator shall note the refusal on the copy to be filed and file the same.

B. TEACHER EVALUATION

A joint committee is established to study and develop process, procedures and instrumentation to be used in evaluations. The committee shall consist of members appointed by the Association and the Board, and may include members from other Districts within SAU 15. The committee's recommendations shall not be binding on either the Association or the Board. Until such time as the committee's recommendations are approved and adopted by both parties, the current practice relative to performance evaluations of professional staff members shall remain in effect.

C. TEACHER DISCIPLINE

1. If a teacher is to be reprimanded, warned, or disciplined for an infraction of rules or a delinquency in professional performance, said reprimand or disciplinary action shall take place in a private setting. Specifically, disciplinary action will not be taken in the presence of students, parents, or other staff members, with the exception of an AEA member if requested by the teacher.
2. All information forming the basis of the disciplinary action shall be made available to the teacher.

D. REDUCTION IN FORCE

When it becomes necessary to reduce the number of employees covered by the collective bargaining Agreement for reasons of a significant decline in enrollment or budget reduction, or reorganization of the school district, the following procedures shall be followed:

1. The decision to reduce force shall be made by the School Board. As soon as the need is determined by the Board, the Superintendent of Schools shall contact the AEA to make arrangements for the AEA and School Board to meet and discuss the considered reduction.
2. Teachers with fewer than 3 full years experience in the district will be the first considered when a reduction in force is necessary. These teachers will not be covered by the RIF policy below, and the selection of which of these teachers to let go shall remain at the sole discretion of the Auburn School Board.
3. In determining Reduction in Force, every reasonable effort to minimize the effects on staff shall be made by absorbing as many positions through attrition (retirements, resignations) as possible.
4. The sole factors in determining layoff shall be seniority and certification by present assignment, with the least senior Professional Staff Member being laid off first. Seniority shall mean years of unbroken service as a member of the bargaining unit. Service shall not be broken while a Professional Staff Member is on an unpaid leave of absence, however such time shall not be counted toward total years of service.
5. Professional Staff Members shall be recalled from layoff in reverse order of seniority based on certification to fill vacant positions for a period up to 17 months. A Professional Staff Member in recall may refuse recall on one occasion without losing his/her recall rights.

E. GRADE LEVEL REASSIGNMENTS

1. When it becomes necessary to reduce the number of teacher(s) within a grade level, all teacher(s) affected will be provided written notification of the reasons for the reduction.
2. The principal will offer a teacher who is reassigned an opportunity to discuss the change before it is implemented.
3. All attempts shall be made to notify the Professional Staff Member of the change at least two (2) weeks prior to the end of the school year unless emergency or extenuating circumstances arise.

F. ROOM ASSIGNMENT

All attempts shall be made to notify a Professional Staff Member of a room assignment change two (2) weeks prior to the end of the school year unless emergency or extenuating circumstances arise.

G. POSTING OF VACANCIES

Vacancies within the District will be posted on a bulletin board and sent to the Association President as soon as the Board approves filling the vacancy. Such notices will include a position title and description, and the place and date at which an application is to be submitted. The Board shall consider the qualifications and experience of all applicants, and if these factors are substantially equal, will give preference to current employees in the District in filling vacancies. (This paragraph is not subject to the grievance procedure.)

ARTICLE VII

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a claim by a Professional Staff Member and/or the Association based upon the misinterpretation, misapplication, or violation of this Agreement. The following matters are excluded from the Grievance Procedure:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Commissioner of Education, including, but not limited to, non-renewal and dismissal of teachers.
2. A complaint of a probationary Professional Staff Member which is caused by his/her not being re-employed.
3. Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the School Board.

B. PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting Professional Staff Members. The Board and the Association agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure. The grievance procedure shall be closed if a complaint is filed with an outside agency.

Level 1 - Principal: The grievant shall, within fifteen (15) school days of when he/she knew or should have known of the alleged misinterpretation, misapplication, or violation of the agreement, first discuss it with the Principal, either individually or accompanied by the Auburn Education Association's designated representative, with the objective of resolving the matter informally. If, after the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days after notifying the Principal, he/she shall set forth his/her grievance in writing to the Principal specifying:

- a. The nature of the grievance and date occurred;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The result of previous discussions on the grievance action;
- d. His/her dissatisfaction with the decision rendered and an opinion as to how that decision violated a specific clause in his/her contract.

The Principal shall communicate his/her decision to the grievant in writing within five (5) school days of receipt of the written grievance.

Level 2 - Superintendent: If the grievant is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered by the Principal within five (5) school days after the filing of the written grievance, the grievant may within seven (7) school days after receipt of the Principal's answer, or within seven (7) school days of when the Principal's answer was due, file a grievance in writing to the Superintendent. The Superintendent may meet with the grievant individually or accompanied by the Auburn Education Association's designated representative within a period not to exceed seven (7) school days from the receipt of the grievance. The Superintendent shall thereafter communicate his/her decision in writing within ten (10) school days of the receipt of the grievance, or following a meeting on the grievance, whichever is later, to the grievant and the Principal.

Level 3 - School Board: If the grievant is not satisfied with the decision rendered by the superintendent, he/she may appeal his/her grievance to the School Board. Such an appeal must be made within seven (7) school days after the receipt of the superintendent's decision. The Board or a committee thereof shall review the grievance and may grant a hearing within fourteen (14) school days. The School Board shall render its decision in writing within fourteen (14) school days after the next regularly scheduled meeting of the School Board.

Level 4 - Arbitration: If the grievant is not satisfied with the decision rendered by the School Board, he/she shall notify the Association within five (5) school days of receipt of the School Board's decision, or, if none, within five (5) days after the deadline for the School Board to issue its written decision. If the Association determines that the matter should be arbitrated, it shall so advise the Superintendent in writing within ten (10) school days after receipt of the grievant's request. The Superintendent and the Association will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) school days following receipt of the request for arbitration, either the Superintendent or the Association may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the Superintendent rosters of persons qualified to function as an arbitrator. The arbitrator selected shall conduct the arbitration proceeding in accordance with the labor arbitration rules of the American Arbitration Association, as well as render his/her decision within the time period set forth in the same. This decision shall be binding on both parties and thus shall constitute the basis for settlement of the dispute. The arbitrator shall have no power to add to, delete from, or otherwise modify the terms of this Agreement.

The cost of services of the arbitrator, including, if any, per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Auburn Education Association.

Failure to communicate the decision on a grievance within the above-specified time limits shall permit the grievant to proceed to the next level. Failure in any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed a waiver of future appeal of this decision and will be considered acceptance of the decision rendered.

Whenever any representative of the Auburn Education Association or the grievant is directed by the School Board action or mandate of the New Hampshire Public Employees Labor Relations Board to appear at a specific time to participate in grievance-related activities, and the designated time is in conflict with regular school working hours, such person shall suffer no loss of pay.

All documents, communications and records dealing with the processing of a grievance or any part of the Agreement shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant.

The agreement to arbitrate, as referenced above, shall be subject to the provisions of RSA 542.

ARTICLE VIII

PROFESSIONAL STAFF WORKLOAD

WORK YEAR

The Professional Staff work year shall consist of 186 days. The 186 days shall consist of 181 student instructional days and five (5) non-instructional days which may be used for such things as professional development, in-service activities, and curriculum review and development, as determined by the administration.

IN-SCHOOL WORKDAY

1. Professional Staff Members' workday is not coterminous with the students' day. Subject to paragraph 2 (b), professional staff members' usual in-school workday shall be seven (7) hours, which and which shall begin at least ½ hour before the start of the students' day but no earlier than 7:30 a.m. shall end no later than 3:30 p.m. provided that the professional staff member has completed all necessary planning and preparation for the following day. The Board and the administration shall determine the student day within these parameters.
2. Each Professional Staff Member shall devote to his/her assignment the time necessary within and beyond the professional staff in-school workday to meet his/her professional responsibilities as has been traditional practice in the profession.

PARENT/TEACHER CONFERENCES

Professional Staff shall be required to schedule Parent/Teacher conferences twice a year. Times for these meetings shall be proposed by the Professional Staff Members and submitted to the Principal for approval. All attempts shall be made to meet with every parent from a Professional Staff Member's class. Professional Staff will be allowed to leave the building upon completion of scheduled conferences.

SCHOOL CALENDAR

The school calendar for each school year shall be promulgated the previous year by the Board. The Board shall have the sole right to determine the calendar, but the Superintendent or his/her designee shall consult with the Association at least one month before the Board determines the calendar, and shall provide a copy of the proposed calendar to the Association President at the same time that it is provided to the Board.

LUNCH PERIOD

Except in case of emergency all Professional Staff Members will receive a duty-free uninterrupted lunch period of 25 minutes.

SUPERVISION

Except in an emergency, no Professional Staff Member shall be required to supervise another Professional Staff Member's class. In the absence of an art, music, physical education, computer, guidance, enrichment, foreign language, family and consumer service, and technology education Professional Staff Member, every effort shall be made to secure a substitute.

OPEN HOUSE

Each bargaining unit member shall be required to attend no more than one (1) evening open house for each grade level per school year. Open houses need not be scheduled on the same date for all grade levels. While the Board, in its sole discretion, shall have the right to reschedule, initial dates for Open Houses shall be set prior to the close of the previous school year.

FACULTY MEETINGS

Except in cases of urgency, the administration may schedule a maximum of one (1) mandatory school-wide faculty meeting per month outside the regular workday.

UNASSIGNED TIME

Except in cases of urgency, the administration shall provide at least 24 hours advance notice to bargaining unit members of each mandatory meeting. Every effort will be made by the administration to assure that each teacher's schedule includes at least 160 minutes per five-day week, including at least three periods of at least 40 minutes each, of unassigned time. Said unassigned time shall be prorated for weeks of fewer than 5 days. Unassigned time is to be used by teachers for individual planning and other classroom-related activities.

SCHEDULING

By May 1 each year, the Association may submit information to building administrators which those administrators may consider when developing the schedule for the following school year.

ARTICLE IX

COMPENSATION

HIRING GUIDE

1. The salaries and differentials of the members of the bargaining unit are set forth in the Appendices attached to and made a part of this Agreement.

2. Initial placement on the Hiring Guide shall be at the discretion of the Superintendent. Consideration shall be given for prior teaching experience and/or curriculum related experience. This shall apply to newly hired staff. Thereafter, Professional Staff Members who have completed at least ninety-three (93) school days of service during the school year and whose performance is satisfactory, shall have an additional year of experience acknowledged on the appropriate salary schedule for the following school year. However, step placement for the 2010-2011 school year shall be the same as 2009-2010 for all members of the bargaining unit. Thereafter, either party, with written notice to the other by September 1st, may reopen negotiations on salaries/compensation under this agreement, including cost of living adjustments and step movement, for the 2011-2012 and 2012-2013 contract years. In the event neither party requests to reopen negotiations in accordance with this provision, no cost of living adjustment or step movement shall occur.

3. The salary schedule is based upon a school year not exceeding 186 work days. Professional Staff Members who contract to work more than 186 days shall be paid a pro rata rate for each additional contract day as follows:

$$\text{Pro Rate Daily Rate} = \frac{\text{Professional Staff Member's Salary on Salary Schedule}}{186 \text{ days}}$$

4. Professional Staff shall be paid bi-weekly. Each Professional Staff Member shall receive salary payments prorated on the basis of 26 pay periods.

5. The Board agrees to deduct from Professional Staff Member's salary money for direct electronic deposit in up to two specified financial institutions. A 30-day notice of change is required.

6. Horizontal movement from one salary track to another on the Salary Schedule shall occur only at the beginning of a school year and not otherwise, provided a written request for such horizontal movement had been received by the Superintendent no later than the October 1 preceding the school year in which the movement will occur. All necessary supporting documentation will be provided to the Superintendent as soon as it becomes available, but no later than October 1 of the school year in which the movement is to occur. If all necessary supporting documentation is provided to the Superintendent by October 1, the increase in salary due to horizontal movement shall take effect at the start of that school year or on the date that all necessary documentation is provided to the Superintendent, whichever is later. If all necessary supporting documentation is provided to the Superintendent after October 1, the increase in salary due to horizontal movement shall take effect at the start of the next school year.

ARTICLE X

COMPENSATED LEAVE PROVISIONS

1. The Superintendent shall grant three (3) days personal leave. Request forms for personal leave will be made available through the building Principal. Application for personal leave shall be made in writing forty-eight (48) hours prior to the anticipated absence. In case of emergency, the requirement for advance notice will be waived, provided such request is subsequently submitted in writing. Personal leave with pay shall be taken in whole or ½ day units (Before or after 11:00 a.m. for middle school staff, before or after 12:00 p.m. for elementary school staff.) and be granted by the Superintendent upon request for any of the following reasons.

- a. Legal Transaction: process of legal instruments including deeds, mortgages and property titles, also compliance with any court order.
- b. Religious Holidays: customarily observed holidays within a given faith or conviction that do not fall during school holiday periods or other paid holiday observances.
- c. Matters involving the personal situation of a Professional Staff Member, business, household, or family obligations.

2. The Superintendent shall grant bereavement leave with full pay for a period not to exceed five (5) days for any death in the immediate family. Immediate family shall mean spouse, children, parents, step-parents, parents-in-law, siblings, step-siblings, siblings-in-law, grandparents, step-grandparents, grandparents-in-law, grandchildren, step-grandchildren, and a domestic partner who is a permanent member of the staff member's household. The Superintendent at his sole discretion may grant additional bereavement leave, provided, however, that the grant or denial of such additional leave shall not be subject to the provisions of Article VII, Grievance Procedure.

3. At the discretion of the Principal, Professional Staff Members shall be granted at least one professional day for visitation, observation or conference attendance.

4. Other leaves with or without payment may be granted by the Superintendent. The provisions of this section shall not be subject to the Grievance Procedure.

ARTICLE XI

SICK LEAVE PROVISIONS

1. Sick leave will be granted at the rate of 15 days per year and accumulate to 100 days. Sick leave shall be interpreted to mean absence due to personal illness. A Professional Staff Member may use his/her sick leave for the purposes of providing care for the illness of a child or spouse, but only so long as such use is professional and responsible. A Professional Staff Member may use up to the 15 days earned that year for the purpose of providing care for the illness of the staff member's domestic partner who is a permanent member of the staff member's household, the staff member's parent, or the staff member's mother-in-law or father-in-law, but only so long as such use is professional and responsible.

2. All Professional Staff Members shall be eligible to participate in a sick leave contingency plan intended to serve a Professional Staff Member who has been ill for ten (10) consecutive days and has exhausted his/her individual sick leave. Such plan shall be administered according to the following provisions:

- a. Each Professional Staff Member wishing to be covered agrees to donate two (2) days from the fifteen (15) days he/she is allowed to accrue in a one year period, to be deposited in said bank, such days to be deducted from the Professional Staff Member's annual sick leave.
- b. Days contributed to the sick leave bank shall, subject to the following conditions, be carried over to the next school year.
 - 1. If, at the beginning of any school year, the number of days accumulated in the sick leave bank equals or exceeds one hundred five (105) days, members will not be permitted to contribute any additional days.
 - 2. If the number of days in the sick leave bank at any time during the school year is fewer than one hundred five (105) days, then the committee shall decide who is required to donate days such as to replenish the sick bank up to one hundred five (105) days.
- a. The sick leave contingency plan shall be administered by a committee composed of five (5) members, three (3) Professional Staff Members, elected by the Professional Staff Members enrolled in the sick bank, the Principal, and a School Board member.
- b. The committee shall establish the rules and regulations under which the plan shall operate and the procedures to be followed in acting on any requests submitted. During the process of establishing the rules and regulations the committee shall consult with SAU 15 administration to develop the best possible rules and regulations. The rules and regulations shall be in written form and distributed to all participants in the sick bank.

- d. Any Professional Staff Member needing to utilize the sick bank shall submit to the committee a written request specifying the number of days requested. The request must be supported by a written statement from the applicant's physician certifying as to the disability and the expected duration of such disability.
 - e. The committee shall evaluate the request, and shall make written decisions approving or disapproving each request, and for those requests approved, the number of days granted.
 - f. The committee shall forward its written decision to the Superintendent within seven (7) school days of receipt of all necessary documentation.
 - g. The Superintendent will inform the applicant of the committee's decision. The committee's decision shall not be subject to the grievance procedure.
 - h. Any request for sick leave bank days shall be made as soon as possible after the onset of the illness, and any payments shall be made prior to June 30 of said year.
 - i. The annual anniversary for enrollment into the sick leave contingency bank shall be the fifteenth (15th) day of September.
 - j. The maximum number of days that Professional Staff Members may receive from the sick bank for any illness shall equal 90 days minus the number of sick leave days accumulated by that member under Article XI(1).
3. Those teachers absent due to injury incurred in the course of job performance may utilize sick leave, and/or sick bank, until Worker's Compensation takes effect. They may also use sick leave and/or sick bank to make up the difference between Worker's Compensation or Long-Term Disability benefits and full salary.
4. Perfect Attendance Bonus: A teacher who has perfect attendance for either the first or the second semester of the school year will receive \$125. A teacher who has perfect attendance for both semesters of the school year will receive a total of \$300. Perfect attendance is defined as attendance for the number of days set forth in Article VIII (1), except that the following will not count as absences for the purpose of the bonus: (1) Reductions in the number of work days that are approved by the school board (e.g. snow days that are not required to be made up); (2) bereavement leave granted under Article X (2); (3) professional days granted under Article X (3); and (4) sick days donated to the sick bank under Article XI (2) (a). Teachers must submit written requests for the perfect attendance bonus to the superintendent within ten (10) calendar days after the end of the semester for which they claim the bonus.

ARTICLE XII

PARENTAL, ADOPTIVE, AND CHILD-REARING LEAVES

1. Parental leave of up to five (5) consecutive marking periods shall be granted without pay or benefits to pregnant Professional Staff Members under the following conditions and circumstances:

- a. It shall be the duty and responsibility of the Professional Staff Member to notify the principal of the pregnancy as soon as it is determined and to provide a statement from the physician which includes an estimate of the delivery date and an evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.
- b. A Professional Staff Member who is pregnant may continue in active employment until as late into her pregnancy as the teacher desires, provided in the judgement of the principal the teacher is able to properly perform all required functions and with the written approval of her attending physician.
- c. Except in cases of emergency, the Professional Staff Member shall submit an application for parental leave no later than the end of the sixth month of pregnancy. Unless otherwise requested, the Professional Staff Member shall be granted disability leave for the period between the date the doctor certifies that the Professional Staff Member is medically incapable of the performance of her normal duties and the date the doctor certifies that the teacher is medically capable of her performance. Compensation shall be provided as specified under the provision of Article XI.
- d. In addition to the disability leave specified in paragraph c above, the Professional Staff Member may, at the same time, request a period of extended leave which may be granted for the period between the end of the disability leave and the requested termination date for the extended leave, provided, however, that the termination date shall coincide with the day prior to the beginning day of any of the four marking terms.
- e. A Professional Staff Member may, if the teacher so chooses, request an extended leave in lieu of the disability leave or disability/extended leave as provided in paragraphs c and d above. The extended leave shall be granted for the period between the dates requested by the Professional Staff Member for the commencement and termination thereof, provided, however, that the termination date shall coincide with the day prior to the beginning day of any of the four marking terms.
- f. Return from parental leave shall coincide with the expiration date indicated on the Professional Staff Member's leave request as approved by the Board, provided the Professional Staff Member shall present a physician's certificate of physical fitness to return to her normal teaching duties.
- g. Should a Professional Staff Member either prior to the commencement of extended parental leave or after the termination thereof, become disabled as a result of pregnancy, miscarriage, or childbirth, her lost time shall be charged to her available sick leave, and shall be compensated under the provision of Article XI.

2. Adoptive leave without pay or benefits shall be granted for up to a period of one (1) school year. Upon initial application for the adoption, the Professional Staff Member shall notify the Superintendent of his/her intent. The period of leave shall commence when the child is physically turned over to the Professional Staff Member-parent or earlier if required by circumstances and the termination date shall coincide with the day prior to the beginning of any one of the four marking periods.

3. A Professional Staff Member may be granted a child-rearing leave without pay or fringe benefits for up to one school year. Except in cases of emergency, the Professional Staff Member shall submit an application for child-rearing leave not later than three (3) months before the requested start of such leave. The termination date of such leave, if granted, shall coincide with the day prior to the beginning of any one of the four marking periods.

4. The following provisions apply to parental, adoptive, and child-rearing leaves.

- a. A Professional Staff Member on leave shall notify the Superintendent in writing on or before March 1st of his/her intent to return to his/her teaching duties at the start of the next school year.
- b. Should a Professional Staff Member have worked 92 ½ days or more, the teacher shall be placed on the next succeeding step of the salary schedule for the school year in which the teacher is due to return.
- c. For the purpose of this leave, "day" shall be defined as any day that the Professional Staff Members are required to be working.
- d. Upon return the Professional Staff Member shall be placed in the same or similar position for which the teacher is qualified.

ARTICLE XIII

PROFESSIONAL LEAVE

1. Upon recommendation to the School Board by the Superintendent, a Professional Staff Member with ten (10) years experience in the district may be granted a leave of absence from the district for one (1) year. A Professional Staff Member wishing such leave shall make application to the Superintendent no later than November 1st of the school year prior to the desired leave and sign a two (2) year Agreement to return to the Auburn School District or refund all salary granted during the term of the sabbatical. The Superintendent will base his recommendation on whether the requested leave will substantially improve the quality of the educational service provided by the Professional Staff Member to the Auburn School District. A maximum of one such leave may be granted in any one school year. Any person on this leave for a full academic year must notify the Superintendent in writing prior to March 1st of that year of his/her intention to return. A Professional Staff Member returning from leave will be assigned to a position within the Professional Staff Member's level of competence and certification and will be placed on the salary schedule on the step following the one on which he/she last taught.
2. Any teacher on sabbatical leave shall be compensated one-half the salary that would have been received during the term of the sabbatical leave. The continuation of fringe benefits during the sabbatical leave is contingent upon the conditions of the contract in accordance with one-half of the total benefits provided teachers. A Professional Staff Member is eligible to begin additional Professional Leave only after 7 years of continuous service in the district from completion of the previous leave.

ARTICLE XIV

INSURANCES

HEALTH INSURANCE

The Board will offer the following medical insurance options for employees covered by this agreement, or any other plan with comparable benefits which is mutually agreed upon:

1. Blue Cross/Blue Shield Plan JY with Managed Care: Only employees who were employed by the District and selected this Plan throughout the 2005-06 school year are eligible to select it for the 2010-11 and subsequent school years. For eligible employees who select this option, the Board will pay the following percentages toward the cost to provide single, two-person or family protection, whichever is selected by such employee:

| | |
|------------|----------------|
| | <u>2010-11</u> |
| Single | 80% |
| Two Person | 65% |
| Family | 65% |

2. Blue Cross/Blue Shield Blue Choice: For eligible employees who select this option, the Board will pay the following percentages toward the cost to provide single, two-person or family protection, whichever is selected by such employee:

| | |
|------------|----------------|
| | <u>2010-11</u> |
| Single | 90% |
| Two Person | 80% |
| Family | 80% |

3. Matthew Thornton HMO: For eligible employees who select this option, the Board will pay the following percentages toward the cost to provide single, two-person or family protection, whichever is selected by such employee:

| | |
|------------|----------------|
| | <u>2010-11</u> |
| Single | 90% |
| Two Person | 85% |
| Family | 85% |

4. A plan not offered by the Board: Each eligible employee who selects this option will be paid a bonus of \$500. Such payment will be made during each school year in which said employee selects this option. Proof of coverage is required for each such year, and the Board will not pay any portion of the premium costs for that plan.

5. Plan Conversion Bonus:

- a. Each employee who takes Plan JY on June 30, 2005, and subsequently elects to permanently replace Plan JY with either Blue Choice or Matthew Thornton HMO will be paid a bonus in two installments of \$750 each. The first installment shall be paid at the end of the first year of the employee's permanent conversion to Blue Choice or Matthew Thornton HMO, and the second installment shall be paid at the end of the second year of the employee's permanent conversion. However, the employee shall not be entitled to an installment that comes due after the employee ceases to be employed by the School District.

- b. An employee who elects a one-year trial enrollment in Blue Choice or Matthew Thornton HMO will not receive a bonus.

- c. Once an employee qualifies for and accepts a bonus under this provision, the employee may not elect to be covered under Plan JY in any subsequent year.
6. Reopening of Negotiations: Either party, with written notice to the other by September 1st, may reopen negotiations on the contribution percentages set forth above for single, two-person, and family health insurance coverage under this article. In the event neither party requests to reopen negotiations in accordance with this provision, no change in contribution percentages shall occur for the subsequent school year.

The Association waives and releases any and all grievances, unfair labor practice charges, rights of arbitration, and other causes of action that it has or may have concerning access to, and School District payments toward, Plan JY and other health insurance plans during the 2004-05 and prior school years.

LIFE AND DISABILITY INSURANCE

1. Each Professional Staff Member shall be provided a term life insurance equal to his/her annual salary rounded to the nearest thousand with an accidental death and dismemberment provision.
2. Each Professional Staff Member shall be provided long-term disability insurance under the Standard Insurance Company Policy No. 645658, or under any other insurance plan which the Board and the Association mutually agree upon.

DENTAL INSURANCE

The Board will offer Delta Dental Insurance Option 3A, 100% / 80% / 50% for each member of the bargaining unit. For each eligible person who elects such coverage, the Board will pay 95% of the cost of a single membership. Subject to the insurer's permission, members of the bargaining unit may purchase 2-person or family coverage at their own expense.

FLEXIBLE SPENDING PLAN

A Section 125 Program will be made available to Professional Staff Members.

HEALTH SAVINGS ACCOUNT

During the term of this agreement, the District shall have the option of offering teachers covered by this agreement eligibility to enroll in a health savings account (HSA). The terms of such an account shall be solely determined by the District.

HEALTH COMMITTEE

A health insurance committee will be formed to study, review and monitor existing and alternative health insurance plans that deliver health insurance services to employees in the most cost-effective manner for the School District and employees. This committee, each year by May 1, shall issue a report that includes findings and recommendations for changes to existing health insurance options. The committee's recommendations shall not be binding on the Association or the Board, but the Association and the Board shall act upon the recommendations each year by June 1 and may mutually agree in writing to modify the health insurance provisions in this Agreement. The committee will include two (2) representatives appointed by the Association and two (2) representatives appointed by the School Board.

ARTICLE XV

RETIREMENT

1. Eligibility: A limit of three (3) members per year covered by this Agreement when they retire and who have a least fifteen (15) years of service in the Auburn School District, and who are at least fifty-five (55) years of age are eligible for an early retirement incentive. Notice of one's intention to retire under this plan must be submitted in writing to the Superintendent of Schools no later than November 1 of the school year of anticipated retirement. In the event the number of requests exceeds three (3), eligibility will be determined by:
 - a. age on June 30th of the last school year
 - b. years of service in the Auburn School District
 - c. date of birth

If a teacher is not granted early retirement for the year of the initial request, that teacher will retain an advantage over any teacher requesting retirement for the following year only.

2. Amount: The *one-time* incentive payment shall be \$15,000. Effective July 1, 2011, the one-time incentive payment shall be \$20,000.

In addition, each teacher will receive 20% of their accumulated sick days at their per diem rate.

The maximum early retirement benefit, following calculation of the above, shall not exceed \$20,000 per teacher. Effective July 1, 2011, the maximum retirement benefit, following calculation of the above, shall not exceed \$30,000.

3. Timing: A single sum payment will be made to the bargaining unit member no later than July 31 following the date of retirement. Should an employee who has elected early retirement die prior to receiving any payment; the School District will make said payment to the estate of the deceased retiree.

Any employee who retires under this Article shall be eligible to continue his/her coverage under the District's medical and dental insurance plan as set forth in Article XIV at the retiree's sole expense, subject to the insurer's permission, until the employee reaches Medicare age.

4. Notwithstanding any other provision of the Agreement, any amounts payable to a retiring employee under this Agreement which exceed the limits which would subject the District to additional assessments by the New Hampshire Retirement System under 100-A:16 III-a shall be paid to the employee no earlier than 121 days or later than 150 days after the teacher's day of retirement.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT

The District shall send to the Association President, or her/his designee, a copy of a bargaining unit member's professional development application approval(s) or denial(s) at the time of notice to the bargaining unit member.

1. Course Reimbursement

- a. Eligibility: The School District will reimburse full-time teachers a maximum of 9 Credits per contract year at the prevailing UNH graduate level course per credit hour rate, or the actual cost, whichever is lower, to the amount indicated in Section b. The School District will reimburse part-time teachers pro rata. Courses must be taken at an accredited college or university, provided that the course received prior approval of the Superintendent as one which will improve the education of the District's students and is directly related to the teacher's assignment. A teacher must complete the course and receive a grade of 'B' or better to qualify for reimbursement.
- b. Amount of Reimbursement: The maximum annual allocation shall be \$25,000 for 2008-09 and \$30,000 for 2009-10, which shall be divided into three trimesters as follows:

| <u>Trimester</u> | <u>2010-2013</u> |
|------------------|------------------|
| Summer | 30%--\$9,000 |
| Fall | 30%--\$9,000 |
| Winter/Spring | 40%--\$12,000 |

Applications for course reimbursement shall be submitted to the Superintendent as outlined in the Association's Procedural Guidelines. If applications approved by the Superintendent for a trimester exceed the maximum allocation for that trimester, the reimbursements for that trimester will be proportionate to the maximum allocation for that trimester.

For example, if the maximum allocation for a trimester is \$9000 and the Superintendent approves applications totaling \$12,000 for that trimester, each teacher whose application is approved will be reimbursed 75% of the cost of the approved course if the teacher completes the course in accordance with Section a.

- c. Timing of Reimbursement: Fifty percent (50%) of the amount to be reimbursed under Section b will be paid to the teacher upon completion of registration and fifty percent (50%) upon completion of the course. A \$100 recoupment per paycheck will be assessed to the teacher for failure to complete the course, up to the cost of reimbursement; and the teacher shall execute a written agreement to such payroll deductions as a precondition to the District paying 50 percent of the cost upon completion of registration. SAU #15 will assume the responsibility for handling the paperwork related to course application and reimbursement. In the event that approved applications exceed the maximum allocation for one or two trimesters in the contract year, the unexhausted allocations will be distributed to those teachers whose approved courses were not fully reimbursed. The Association will establish a committee to provide procedural guidelines for the implementation of the course reimbursement process.

2. Workshops, Conferences, and Seminars - Reimbursement shall be provided at up to \$240 per teacher, not including lodging, meals, and travel. Effective July 1, 2011 workshop, conference, and seminar reimbursement, not including lodging, meals, and travel, shall be provided at up to \$250 per teacher annually.

3. Curriculum Coordinators – Language Arts, Science, Mathematics, Technology, and Social Studies shall receive a stipend of \$1500 annually per subject area to perform such duties/functions including but not limited to: budgeting, consulting, curriculum development, leadership, and supervision. In the case of co-coordinators, the stipend shall be divided equally. All Core Curriculum positions are one-year agreements. When vacancies occur, the job will be posted by the school Principal. Vacancies will be filled at the recommendation of the Principal and approval of the Superintendent of Schools.

4. Curriculum Writing - A standing committee consisting of the Superintendent of Schools, one building administrator and two Association members shall draft a policy proposal establishing a procedure for the equitable distribution of the balance of funds remaining from item 1 above to write curriculum during the non-school year.

ARTICLE XVII

DUES DEDUCTION

1. It is agreed by and between the Auburn School Board and the Auburn Education Association that upon receipt of written authorization signed by the Professional Staff Member, the Board shall deduct an amount to provide payments of dues for membership on the AEA, NHEA, and the NEA from the regular salary check for such Professional Staff Member for the twenty (20) pay periods after October 1 and that the amounts so deducted pursuant to such authorization of the Professional Staff Member shall be remitted directly to the Auburn Education Association. It is further agreed by and between the Auburn School District and the Auburn Education Association that such authorization for deduction of dues shall continue in full force and effect until the Professional Staff Member submits a written revocation of such authorization to the Board. The Association agrees to hold the school district harmless relative to the collection and disbursement of dues.

2. The parties agree that all employees in the bargaining unit should share in the costs of negotiating and maintaining the Master Agreement. Therefore, teachers who are not members of the AEA shall be required to pay a fair share fee, not to exceed actual membership dues. This fee will be payroll deducted in accordance with other provisions in the contract and will be paid either to the AEA or donated to a "Dollars for Scholars" fund of the donating teacher's choice. It is understood that teachers who are currently employed and are non-members at the time this Agreement is signed shall be exempt from payment of this fair share fee.

ARTICLE XVIII

SAVINGS CLAUSE

1. If any article of this Agreement or any application of this Agreement to any employees or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.
2. This Agreement may not be altered, changed, or added to, deleted from or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

MEMORANDUM OF AGREEMENT

IN WITNESS THEREOF, the parties have caused this Agreement to be signed on the thirteenth day of April, two thousand and ten by their respective representatives.

FOR THE
AUBURN SCHOOL BOARD

By [Signature]
Title Auburn Board Chair
Negotiator

By [Signature]
Title Auburn SB
Negotiator

By [Signature]
Title Auburn SB vice chair

By Christina Tarness
Title Auburn SB Clerk

By Nancy E. Rubin
Title Auburn SB

FOR THE
AUBURN EDUCATION ASSOCIATION

By Lorna B. Melinas
Title M. ed
AEA Co-President

By [Signature]
Title _____
AEA Co-President

By Angela J. Cucinelli Moser
Title _____
Negotiator

By [Signature]
Title _____
Negotiator

By Joan Marcotte
Title _____
Negotiator

**Auburn School District
Salary Schedule – Appendix A
2010 – 2011**

| Step | B | B+15 | B+30 | M | M+15 | M+30 |
|------|--------|--------|--------|--------|--------|--------|
| 1 | 33,544 | 34,551 | 35,587 | 36,655 | 37,754 | 38,888 |
| 2 | 34,718 | 35,761 | 36,833 | 37,939 | 39,076 | 40,248 |
| 3 | 35,934 | 37,012 | 38,122 | 39,266 | 40,444 | 41,657 |
| 4 | 37,192 | 38,307 | 39,456 | 40,640 | 41,859 | 43,115 |
| 5 | 38,493 | 39,648 | 40,837 | 42,063 | 43,325 | 44,624 |
| 6 | 39,841 | 41,035 | 42,266 | 43,535 | 44,840 | 46,186 |
| 7 | 41,235 | 42,472 | 43,746 | 45,059 | 46,410 | 47,802 |
| 8 | 42,678 | 43,959 | 45,277 | 46,636 | 48,035 | 49,476 |
| 9 | 44,172 | 45,497 | 46,862 | 48,268 | 49,716 | 51,208 |
| 10 | 45,718 | 47,089 | 48,502 | 49,958 | 51,456 | 53,000 |
| 11 | 47,318 | 48,738 | 50,200 | 51,706 | 53,257 | 54,854 |
| 12 | 48,974 | 50,443 | 51,957 | 53,515 | 55,121 | 56,775 |
| 13 | 50,688 | 52,209 | 53,775 | 55,389 | 57,050 | 58,762 |
| 14 | | 54,036 | 55,658 | 57,327 | 59,047 | 60,818 |
| 15 | | 55,928 | 57,605 | 59,333 | 61,133 | 62,947 |
| 16 | | 57,885 | 59,621 | 61,410 | 63,253 | 65,150 |

The salary schedule for the teachers who were grandfathered to receive longevity during the 2000-2001 school year (Louise Latvis, Jean Chouinard, Nell Keif, Joan Marcotte, Cynthia Pinard and Linda McHugh) shall be as follows for 2010-2011:

| B | B+15 | B+30 | M | M+15 | M+30 |
|--------|--------|--------|--------|--------|--------|
| 51,678 | 58,875 | 60,611 | 62,400 | 64,242 | 66,140 |

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